

This Agreement entered into this 15th day of April, 2009

BETWEEN:

COCA-COLA BOTTLING COMPANY
3851-23 STREET N.E. CALGARY ALBERTA
(Hereinafter referred to as the Company/Employer)

AND its FACILITIES IN THE City of Calgary

MISCELLANEOUS EMPLOYEES TEAMSTERS LOCAL UNION
NO. 987 of ALBERTA
5663 BURLEIGH CRESCENT S.E. CALGARY ALBERTA
(Hereinafter referred to as the Union)

14014(01)

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ARTICLE 1 – PURPOSE AND INTENT

1.01 It is the intent and purpose of this Agreement that the Company and the Union co-operate to obtain an efficient and unrestricted production and distribution of products, to provide efficient, cost effective and high quality customer service, to maintain a harmonious relationship between the Company and its employees, and to provide a method of settling, in an amicable manner, any difference or grievance that may from time to time arise, and to set forth rates of pay, hours of work and other conditions of employment to be observed between the parties.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 It is recognized that the management of the Company, the control of its plants, operations, property, tools, equipment, and resources, the maintenance of order on its premises, the establishment of policies and standards, the direction and conduct of its workforce and its business is solely the responsibility of management.

2.02 All the rights, functions, and prerogatives of management, including but not limited to terms and conditions of employment of its employees, which are not modified by this Agreement are reserved and retained exclusively by the Company. In no event shall any rights, function or prerogative of management ever be deemed to have been modified, diminished or impaired, except by explicit provision of this Agreement.

2.03 Managers and supervisors will not normally perform work customarily performed by employees of the bargaining unit, except:

- a. as a result of urgent or emergency conditions;
- b. for the purposes of demonstration or training;
- c. when a regular employee is not available (e.g. due to being late for work or absent from work) and a suitable replacement is not available; or
- d. giving job assistance but this assistance only shall be given when the bargaining unit employee is present.

ARTICLE 3 – BARGAINING AGENCY AND DEFINITION

3.01 The Employer recognizes the Union as the exclusive bargaining agent on behalf of all employees covered under the certification issued by the Alberta Labour Relations Board namely: all employees in Calgary except office, clerical, sales personnel and merchandisers.

3.02 In the event that the Company introduces any new classifications the Company and the Union shall meet and immediately negotiate wage rates for the classification. In the event the parties cannot reach agreement the matter shall be referred to mediation/arbitration for settlement.

3.03 This Agreement will be ratified by Union member employees, whose decision will be final, and neither Union members employed by other companies, nor non-Union employees employed by the Company, shall have any voice in ratifying this Agreement, or amendments thereto that may be made in the future.

- 3.04 All employees covered by this Agreement shall, as a condition of employment, apply for and maintain their membership in the Union. Every new employee shall after commencement of his or her employment apply for and maintain membership in the Union as a condition of employment.
- 3.05 The application for Union membership and authorization for the deduction of Union dues and initiation fees shall be on a form supplied by the Union. The Company agrees to provide a Union application card to be signed by the employee upon their hire and return such card to the Union office.
- 3.06 The Company agrees to deduct from each employee and pay to the Secretary Treasurer of the Union on or before the 15th day of each month, from the wages due to each employee the Union dues and initiation fees of such employees.

ARTICLE 4 – DISCRIMINATION

- 4.01 There shall be no discrimination by the Company or the Union against any employee on grounds prohibited by Human Rights Citizenship and Multiculturalism Act of Alberta which includes race, color, ancestry, place of origin, religious beliefs, gender, age, physical disability, mental disability, marital status, family status, source of income and sexual orientation. All employees shall adhere to Company Policy regarding Anti-Harassment and Discrimination Policy.

ARTICLE 5 – STRIKES AND LOCKOUTS

- 5.01 During the term of this Agreement, the Union will not cause, or permit its members to cause, take part in, a strike or any other kind of interference or any other stoppage, total or partial of any of the Company's operations nor will the Company cause, engage in or permit a lockout.
- 5.02 No employee shall be disciplined in any manner for refusing to cross a legal picket line caused by a dispute providing the employee provides the Company with advance notice of his/her unwillingness to cross the picket line or where there is a legitimate health and/or safety concern related to the driver or equipment under his control.

ARTICLE 6 – SHOP STEWARDS

- 6.01 The Company acknowledges the right of the Union to appoint or elect Shop Stewards who shall be an employee of the Company and a member of the bargaining unit. There shall be one (1) shop steward per shift in each of production, delivery and warehouse departments.
- 6.02 The Union shall advise the Company of the names of the Stewards at the time they are appointed. The Company will not recognize any employee as a steward until it has received notification from the Union.
- 6.03 Union Stewards and officials who are employees and every employee shall be allowed time off which is necessary to attend meetings with management at which their presence is required under Article 7. This provision shall also apply to every employee who is a necessary witness. The allowing of such time off shall, however, be subject to the employee obtaining permission to leave his work from his immediate supervisor; such permission shall not be unreasonably withheld. All such time off during an employee's regular working hours shall be without loss of pay.

- 6.04 The Union shall have the right to use a bulletin board, the type to be approved by the Company, for the posting of Union notices. All notices shall be approved by the Company before posting. All such notices shall be signed by one of the following persons: Officer of the Local or Shop Steward.
- 6.05 Subject to operational requirements, and within thirty (30) days written notice of a request for leave, the Company will allow, unpaid, time off work to any person serving as a Union delegate to any conference or function. A maximum of two (2) employees may be absent at any one time and for a maximum duration of four (4) days in a calendar year. For the International Brotherhood of Teamsters convention, which is every five years, a maximum of two (2) employees may be absent for up to (7) days in the calendar year.
- 6.06 The Company agrees that no employee shall be disciplined or discriminated against for lawful Union activities, or performing services on a Union committee outside working hours or for reporting to the Union the violation of any provision of this agreement.
- 6.07 With advance approval from the Company, the authorized business agent or representative for the union shall be permitted to meet with employees during their breaks at an approved location on the Company premises. Such meetings will not interfere with the duties of any employee or cause any form of disruption on Company premises.

ARTICLE 7 – GRIEVANCE PROCEDURE

- 7.01 A grievance shall consist only of a difference concerning the interpretation, application, administration or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable. If any question arises as to whether a particular difference is or is not a grievance within the meaning of this Agreement, that question may be taken up through the grievance procedure and determined, if necessary, by arbitration. There shall be an earnest effort on the part of the employees and both parties to this Agreement to deal with all grievances promptly through the procedure set out.

An employee who has a grievance will ordinarily discuss the matter with their immediate supervisor and if the matter is not resolved in that discussion, the employee may refer the question to their Steward for consideration.

Shop Stewards will be present whenever an employee receives a formal verbal warning (i.e. not just coaching), a written reprimand, suspension or discharge.

- 7.02 **Step 1**
If a grievance is referred by an employee to the Steward and if the Steward considers that there may be a reasonable basis for the grievance, the employee and the Steward may refer the matter to the Department Supervisor, within fourteen (14) calendar days of the event giving rise to the grievance. Any grievance that is not presented within fourteen (14) days following the event or the date the employee ought to have known of the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

A meeting to attempt to resolve the issue will be held within fourteen (14) calendar days after its presentation at Step 1. The Company will provide a response within seven (7) days following the meeting.

- 7.03 **Step 2**
If the grievance remains unsettled after the Step 1 meeting, it may, within seven (7) calendar days, be referred to Step 2, with sufficient written description to clearly define and explain the issue(s) in dispute, to

the Department Manager or his/her designate. A meeting to attempt to resolve the grievance will be held within seven (7) calendar days after its presentation at Step 2.

7.04 Step 3

A grievance advanced to step three shall be formally submitted in writing using the Union grievance form and presented by a Union Representative, together with the grievor to the Plant Manager, Sales Centre Manager and local Human Resources who shall have the discretion to resolve the matter. If the matter is not resolved at this point or the Company does not respond within fourteen (14) calendar days then the matter shall be referred to arbitration.

7.05 Arbitration

By mutual agreement the Company and the Union may agree to have the matter heard by a single Arbitrator.

If a single Arbitrator is not agreed to, the matter shall be referred to a board of Arbitration that shall consist of a member appointed by the Union, and a Member appointed by the Company. The third member who shall sit as the chairman of the Arbitration board shall be selected by the two members already selected. If agreement cannot be reached within fourteen (14) days, in respect to the chairman, the matter shall be referred to the Minister of Labour for the Province of Alberta who shall appoint a Chairman. No person involved directly in the matter under consideration shall be a member of the Board of Arbitration. The findings and decisions of the Board of arbitration shall be binding and enforceable on all parties. The expense of the Chairman shall be borne equally to the parties of the Arbitration.

A single arbitrator or the Board of Arbitration shall not be vested with the power to change, modify or alter any of the terms of this Collective Agreement.

7.06 Mediation

If both parties are in agreement prior to any matter being presented to arbitration, the matter may be heard through Mediation as an attempt to resolve the matter. The cost of mediation shall be divided equally between the parties.

7.07 Discipline

Records of discipline shall remain on the employee's file until the employee has had no discipline for a period of 18 months.

ARTICLE 8 – SENIORITY

8.01 Seniority applies to full-time employees only and shall mean the length of an employee's unbroken service with the Company from the date of hire as a full-time employee.

8.02 A seniority list shall be maintained by the Company showing the name and seniority date of each employee who has acquired seniority under this Agreement. Such list will be posted every six months on the appropriate Bulletin Boards where all employees have access to it, and a copy shall be forwarded to the Union office.

8.03 When an employee transfers or is redeployed to a new department, seniority will not apply for the purposes of shift selection for the first ninety (90) days.

- 8.04 For the purposes of lay-offs which are less than ninety (90) consecutive days in duration, Outside Employees and Inside Employees shall each be considered as separate seniority groups. In other words, no employee will have bumping rights into the other category for lay-offs that are shorter than ninety (90) days.
- 8.05 Seniority shall apply, in all cases of lay-off or recall to work provided the senior employee has the necessary qualifications, skill and ability to perform the required work.
- 8.06 Where there are either reductions in hours of work, or lay-offs for a period of less than fourteen (14) days, there shall be no displacement or bumping processes.
- 8.07 In the event of a reduction in hours of work, employees may choose their schedule based on seniority within his/her department. Such schedules may include hybrid arrangements where work is scheduled in two (2) separate departments. Such employees do not have seniority within the other department. Employees will not go back and forth between departments during the same scheduled period unless specifically scheduled in that manner.
- 8.08 An employee's service with the Company shall be broken if that employee:
- a) Voluntarily leaves the employ of the Company;
 - b) Is discharged and such discharge is not reversed;
 - c) Is absent without leave for a period greater than three (3) working days;
 - d) After layoff fails to report for work five (5) working days after being recalled. The Company shall forward a registered letter to the last known address, copied to the Union via email. If the person fails to report for work, he or she shall forfeit all seniority rights;
 - e) Is on layoff for a period in excess of twelve (12) months;
 - f) Is absent from work due to sickness or accident and such absence continues for more than twenty-four (24) months. If there is medical evidence that the employee is likely to return to work within a reasonable and specified time, the period may be extended at the discretion of management; or
 - g) Is transferred outside of the bargaining unit.
- 8.10 Probationary Employees - New full-time employees and those hired after a break in continuity of service shall be probationary employees for the first 520 hours of actual work within a period of six (6) consecutive months and the continued employment of such employee during this period shall be at the exclusive discretion of the Company. Probationary employees laid off and/or terminated by the Employer shall have no recourse under this Agreement.
- 8.11 An employee who accepts a job (whether permanent or temporary) with the Company outside the Bargaining Unit may, within ninety (90) days of receiving such job, revert to his/her former position and in so doing may displace the successor employee. This opportunity for any employee to return to the Bargaining Unit from a non-bargaining unit position shall be limited to one (1) occasion only.

ARTICLE 9 – VACANCIES

- 9.01 When the Company determines that a full-time vacancy exists, it shall post the vacancy for seven (7) calendar days during which time all employees covered under this Agreement shall have the opportunity to apply for the vacancy.

- 9.02 Provided an applicant has the necessary skills, qualifications, and abilities to perform the job and a satisfactory performance record, the Company shall select based on seniority within fourteen (14) working days of the close of the posting period.
- 9.03 The selected applicant shall have a trial period of three months in the new position during which time the employee may decide to return to his former position or in the event that the employee does not satisfactorily perform in the position, the employee shall be returned to his former position. In the event the selected applicant is returned to his former position the Company shall select the next most senior applicant who has the necessary skills, qualifications and abilities and satisfactory performance record from the original posting and grant him/her the position. Should the employee elect to return to his/her previous position, he/she may not apply for another posting for six (6) months.
- 9.04 Employees must have a minimum of six (6) months in their current position before applying for a new posting unless they are applying for a position with a higher hourly compensation level. However, in exceptional circumstances and with the permission of their current manager, employees who have not completed six (6) months of service may be considered for an internal position.
- 9.05 Temporary vacancies for a period of work of six (6) consecutive months or less are not required to be posted. If the Company decides to fill a temporary position for a period of six (6) months or more, the vacancy will be posted as soon as possible.

ARTICLE 10 – HOURS OF WORK

10.01 Workweek

The Company will operate a seven (7) day continuous operation. The payroll cycle will be Sunday (12:01 am) through Saturday on a bi-weekly basis. Schedules may vary by departments but shall be posted in one (1) to three (3) week cycles. Scheduled days of the week, hours per day and start times will be determined by the Company, based on operational and business needs. Shifts for full-time employees will normally be scheduled for eight (8), or ten (10) paid hours plus a half-hour unpaid break (i.e. 8.5, 10.5 hour shifts) or twelve (12) hours including a half-hour unpaid break (i.e. paid for 11.5 hours). The Company will give an employee a minimum of fourteen (14) days notice prior to transferring an employee from an eight (8) or ten (10) or twelve (12) hour shift to another shift schedule. Nothing within this Agreement shall be interpreted as a guarantee of hours in a work week or work day.

a) Eight Hour Shifts

- I. Generally, subject to operational requirements, full-time employees will be scheduled for forty (40) hours per week.
- II. Overtime will be paid at time and one-half (1.5X) per hour for hours worked in excess of eight (8) hours or forty (40) hours in a week.
- III. Employees on the payroll as of the date of ratification will be guaranteed two consecutive days off per week.

b) Ten Hour Shifts

- I. Generally, subject to operational requirements, full-time employees will be scheduled for forty (40) hours per week.
- II. Overtime will be paid at time and one-half (1.5X) per hour for hours worked in excess of ten (10) hours or forty (40) hours in a week.

III. Employees on the payroll as of the date of ratification will be guaranteed two (2) consecutive days off per week.

c) Twelve Hour Shifts

- I. Generally, full-time employees will be scheduled for one hundred and twenty (120) hours in a three (3) week schedule cycle;
- II. Overtime will be paid at time and one-half (1.5X) per hour for hours worked in excess of twelve (12) hours.
- III. Employees on the payroll as of the date of ratification will be guaranteed two (2) consecutive days off per week.

10.02 Overtime Work on Second Consecutive Day Off

Generally, all overtime is paid at time and one-half (1.5X) the regular hourly rate. In instances where an employee works on his/her second scheduled day-off, he/she shall be paid at the rate of double time (2X) for work on the second scheduled day off.

10.03 Clocking In and Punch Out

All time worked by employees must be accurately recorded. Employees shall be paid in accordance with their time cards. No changes shall be made to an employee's time card without his/her knowledge. The working day shall commence when the employee registers on the time clock ready for duty at the time designated by the Company as the starting time and shall finish when the employee again registers on the time clock after completion of all duties required for him/her by the Company. Employees will be ready and available for work at their scheduled start time.

10.04 Pay for Shift

Should an employee report for work at his regular scheduled time without being notified of a change in his/her shift, the employee shall be paid for a minimum of four (4) hours whether or not he/she is required to work.

10.05 Computation of Hours

Except as otherwise provided in this Agreement, only the hours actually worked, paid holiday(s) and paid vacation days are to be counted in computing "hours worked" for overtime pay.

10.06 Schedule Posting and Changes

The Company will post its work schedule one (1) week prior to it coming into effect. The Company may make necessary schedule changes for any Department (and/or job function) due to changes in operation needs upon twenty-four (24) hours notice. In urgent situations, where twenty-four (24) hours notice is not possible, part-time employees may be engaged to cover for additional work.

10.07 Workweek by Seniority

Employees shall be entitled to select their weekly posted schedule (in one (1) to three (3) week cycles) based on seniority and qualifications. In the event there are an insufficient number of volunteers for a particular workweek, the Company may schedule an appropriate number of employees, in reverse seniority order with the qualifications to achieve its needs.

10.08 Assignment of Extra Shifts

When the Company determines that assignment of extra scheduled shifts (including overtime) are needed, in the event of a sick leave etc., the extra shifts in a Department shall be offered to the most senior employee who has the necessary qualifications to perform the work in the Department on a voluntary basis. The

Company shall post an overtime availability sheet at the start of each week for employees to volunteer for overtime for the week following. In the event there are an insufficient number of qualified employees who volunteer for such extra shifts in a Department, the work shall be filled by assigning the necessary number of additional employees in reverse seniority order with the qualifications in the Department. Extended hours on a regular scheduled shift will not require the use of the foregoing procedure.

10.09 Rest Periods/Lunch Periods

Employees will be allowed two (2) paid rest periods, of fifteen (15) minutes each, during each normal working day. These rest periods may be arranged as near the midpoint of each half day of work as possible. In addition, employees will be provided with a one (1) half (1/2) hour unpaid meal period to be taken at a time so that the employee is not required to work more than five (5) consecutive hours without this break. The Company may require employees to waive their one (1) half (1/2) hour unpaid meal period and leave one (1) half (1/2) hour early due to the specific operational nature of their departments.

Scheduled Regular/ Over-time Shifts Rest Period Allowance

8 hrs	2 paid 15 min breaks, plus 1/2 hr unpaid break
10 hrs	2 paid 15 min breaks, plus 1/2 hr unpaid break
12 hrs	3 paid 15 min breaks, including 1/2 hr unpaid break
Per each 2+ hrs over-time	1 paid 15 min break

10.10 Maximum Daily Hours

Subject to legislative maximums, except for in emergencies, no employee covered by the terms of this agreement shall be required to work for a period of time that exceeds twelve (12) hours in a given day. Twelve hours is to be calculated from the time an employee starts work and includes all break periods whether paid or not.

10.11 Lead Hand Premium

A premium of \$1.30 per hour shall apply to any employee designated by the Company as a lead hand in addition to their regular hourly rate. Lead hands are bargaining unit employees whose purpose is to direct the workforce while performing their own regular duties. Lead hand positions shall be posted and the most senior, qualified applicant shall be given the position. Lead hands shall not have the right to hire, fire, discipline or alter the rate of pay of any employee.

10.12 Overnight Meal Allowance

An overnight meal allowance of up to \$75.00 will be paid to anyone who travels overnight outside of Calgary with proof of receipt.

10.13 Tool Allowance

Worn out or broken tools, tool boxes and tool pouches shall be replaced by the Company with no cost to the employee. Such replacements shall be of no less quality and make as the original.

10.14 On-Call

An employee who is required to be on call, that is people who are required to be available by the phone to be contacted, and required to come into work, shall receive fifty dollars (\$50.00) per seven (7) day week or sixty-five dollars (\$65.00) for a week that includes a Holiday weekend in addition to his regular rate which shall not be used in overtime calculations.

10.15 Injured on Shift

An employee who is injured at work and unable to complete his/her shift shall receive pay for the remainder of the shift.

10.16 Night Shift Premium

A premium of \$1.00 for all hours worked between the hours of 5:00 pm and 8:00 a.m. shall be paid, except that this premium is not payable for any time worked where an employee is being paid overtime (ie no pyramiding).

10.17 Weekend Premiums

A premium of \$1.90 for all hours worked on Saturday and \$2.30 for all hours worked on Sunday, except that this premium is not payable for any time worked where an employee is being paid overtime (ie no pyramiding).

10.18 Call Back

Any employee called back to work after his/her shift has been completed for up to 2.5 hours will be paid a minimum of four (4) hours at straight time. Any hours in excess of 2.5 hours will be paid at an overtime rate time and one half (1.5X).

10.19 Overtime Banking

All regular full time hourly paid employees may make arrangements with the Company to bank accumulated overtime to a maximum of forty (40) hours. The employee may then request in writing overtime in time off. Notice must be given at least two (2) weeks in advance and will be honored by a first come basis. Upon request by the employee, such time off will be taken at the Employer's discretion, consistent with the efficient operations of the business during the periods of October 1st through March 31st (excluding December). Regular vacation takes precedence over banked time off. The minimum unit of banked overtime to be utilized will be forty (40) regular hours.

Any hourly paid employee who wishes to bank overtime will make a request in writing, and this decision will be binding until the last pay period of March.

Overtime which is banked shall be credited in terms of complete hours (overtime less than one (1) hour per week will always be paid on current pay cheque and not banked). When taken as time off, banked overtime shall be paid out on the regular weekly pay cheque at the same hourly rate as banked. When an employee leaves the Company, all banked hours shall be paid out in total.

The Company will keep a record of all banked overtime. Employees wishing to confirm the amount of accumulated overtime they have banked may do so through their supervisor.

- Example of banked hours:
1 hour at 1 1/2 = 1 1/2 hours banked
26 OT hours = 40 hours regular
Doubletime hours will not be allowed to be banked.
- The Company will pay out all unused banked hours in the last pay period of each March.

10.19 Management may as deemed necessary by operational requirements, temporarily reassign an employee from his regular work or job classification and place him on other work or job classification. Should the employee be upgraded to a higher paying classification for more than one (1) consecutive hour on a shift he/she shall be paid the higher rate of pay for the balance of his/her shift.

ARTICLE 11 – STATUTORY HOLIDAYS

11.01 The following paid holidays shall be observed by the Company:

- New Years Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Heritage Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- (2) Floater Days

11.02 Requests for use of a floater day must be made a minimum of seven (7) days in advance, and are subject to management approval based on operational requirements.

11.03 The Company may substitute a day designated as one of the holidays above upon giving a minimum of thirty (30) days notice. However should any of the holidays fall on a Saturday or a Sunday, the Monday which is closest to the day will normally be designated as the holiday, unless customer requirements dictate otherwise.

11.04 Any full-time employee who is required to perform work on a paid Holiday shall receive two (2X) his/her basic rate of pay for all hours worked in addition to his/her regular entitled holiday pay.

11.05 Each regular full-time employee who has worked thirty (30) days within the previous twelve (12) months shall receive holiday pay for each such holiday, provided that he/she is at work on his/her last regular workday before the holiday, and is at work on his/her first regular workday after the holiday.

11.06 An employee's holiday pay for each such holiday, shall be an amount equal to his/her regular hourly rate, multiplied by his/her regular scheduled hours during the week of the holiday at eight (8), ten (10) or twelve (12) hours.

11.07 Temporary, seasonal, or part-time employees, who are eligible, will be paid holiday pay in accordance with the Employment Standards Code;

11.08 Any employee who requests and is granted a religious holiday other than those listed above shall be permitted to use a day's vacation, a floater day or an arranged day off without pay. Requests for such leave must be provided to the Company in writing no less than ten (10) working days prior to the leave taking place.

ARTICLE 12 – VACATION

- 12.01 The vacation year shall be the calendar year. Vacation entitlements will be taken in the calendar year following that in which they were accrued.
- 12.02 Vacation will be determined (pro-rated) by the length of continuous service with the Company, and will be determined as follows:

Company Service	length of Vacation	% of Earnings Pay
1 but less than 3 years	80 hours	4%
3 but less than 10 years	120 hours	6%
10 but less than 20 years	160 hours	8%
20 but less than 30 years	200 hours	10%
After 30 years service	240 hours	12%

- 12.03 For each week of vacation taken employees will be paid an amount equal to his/her scheduled shift for that week, subject to his/her accrued entitlement.
- 12.04 Annually, prior to March 1st, each employee will be paid a vacation pay adjustment which will be equal to their percentage of total earnings for the previous calendar year less any vacation pay that has been paid.
- 12.05 A week shall mean a period of seven (7) consecutive days, including Saturdays, Sundays, and holidays falling within the period of vacation commencing 0001 hours on Sunday, unless as may be otherwise agreed to between the employee and his supervisor.
- 12.06 In the event that any of the recognized statutory holidays fall within an employee's annual vacation period, such employee shall receive an extra day holiday or pay in lieu of such day at a time mutually agreed upon.
- 12.07 Wherever possible, vacations will be granted at a time convenient to the employee, subject to operational requirements. However, the scheduling of all vacations, including those for employees returning from approved absences is subject to the approval of the employee's supervisor. Should several employees in the same department request vacations at conflicting times, employees with the most seniority will be given preference, wherever possible.
- 12.08 Annual vacation eligibility will be posted on a calendar basis from January to December. Employees on each schedule shall choose his/her vacation dates in order of seniority based on Department guidelines to be posted each year by January 15th. Senior employees shall post his/her vacation dates first and the next senior employee will follow the same procedure until all employees have made their selection. All vacation requests must be finalized by February 15th. The vacation schedule will be finalized and a list of vacations posted on the bulletin board in the appropriate work areas not later than March 15th. Employees who have not agreed to vacation time by March 15th may have his/her vacation time assigned to them by the Company. Once an employee's vacation time has been agreed upon, it shall not be changed except by mutual consent.

Generally, employees shall not be permitted to carry over their unused vacation entitlement from one year to the next. Unused vacation will be paid as part of the adjustment paid on or prior to March 1st annually. Employees with less than three (3) weeks vacation entitlement per year may make a special request, subject to management approval, to carry over a maximum of two (2) weeks vacation to be used prior to the end of the month of January in the following year.

12.09 Subject to operational requirements, employees who are entitled to three (3) weeks of vacation may take up to two (2) weeks vacation during Prime Time. Subject to operational requirements, employees who are entitled to four (4) weeks or more of vacation may take up to three (3) weeks of vacation during Prime Time.

Prime Time is defined as the third Sunday in May to the third Saturday in September, and the third Sunday in December to the first Saturday in January.

The number of vacation hours available in Prime Time will be posted each year by January 15th.

12.10 An employee shall not be eligible for any overtime work during any week of his vacation period. Employees will not be contacted for overtime work until such time as they have returned to their first scheduled day of work after their vacation.

12.11 Part-time employees are entitled to unpaid vacation time off. Vacation pay shall be paid 4% of his/her earnings on a bi-weekly basis in accordance with Alberta Employment Standards Code.

12.12 Up until December 31, 2010, eligible employees who have completed twenty-five (25) years of service shall receive an additional two (2) weeks vacation in the calendar year of their 25th anniversary of consecutive years of service. Each fifth (5th) year thereafter, such an employee shall receive two (2) extra weeks vacation in addition to their normal vacation entitlement in that anniversary year.

Current employees who, as of December 31st 2010, have already received a bonus vacation related to twenty-five (25) years of service with the Company shall continue to receive the bonus vacation awarded at five (5) year increments thereafter.

Employees who have not received any benefit under this provision as of December 31, 2010 shall not be eligible for any such benefit in the future.

ARTICLE 13 – WORK CLOTHING

13.01 Employees must be dressed in acceptable, Company approved attire at all times. Employees who arrive to work in unapproved or dirty, ripped, torn or frayed clothing will be subject to the disciplinary process and sent home to change and return to work on their own time. The Company will supply \$400 annually to each outside and warehouse full-time employee toward the purchase of Company uniforms. Each employee is required to purchase five (5) pants/shorts and five (5) shirts. Once these mandatory items are purchased, the employee may choose other items from the approved Company order form. It is expected that eligible employees will utilize the total amount granted to them. Unused allocations will not be paid out in cash or carried forward to the following year.

Due to Food and Drug Policies only Production, Quality Assurance, Syrup Makers, and Maintenance will have their uniforms provided separately, laundered and paid for by the Company.

The Company will supply each outside employee with a 3 in 1 jacket (winter coat, shell, & vest) every twenty-four (24) months. The Company will supply each inside employee with a Bomber Jacket every twenty-four (24) months.

- 13.02 New full-time employees will be issued a full year's entitlement of work clothing per 13.01 as soon as practical. If a new full-time employee does not complete one (1) year of service, he will be charged back a prorated amount for such issue which will be deducted from his/her final pay. Part-time or temporary employees will be provided with five (5) t-shirts and are required to wear other appropriate attire.
- 13.03 Where the Company requires head or beard nets to be worn, they will be supplied to the employee.
- 13.04 Protective eyewear must be worn in all designated areas including the tank-washer, pallet repair area, paint shop, CO₂ filling area or if the potential for an eye injury exists. The Company will provide one (1) pair of safety glasses to each employee who is required to wear safety glasses (Standard Multifactor Safety Glasses with Clearvue Side Shields).
- 13.05 CSA approved green triangle steel toed safety footwear must be worn by all persons (employees and visitors) in the designated areas including the production lines, syrup room, water treatment room, boiler room, maintenance, service areas, warehouse, loading/unloading areas and yard.

Full-time employees may purchase this footwear from suppliers approved by the Company and the Company shall reimburse the employee up to an annual maximum of \$150.00. Probationary employees are required to purchase their own approved safety footwear. The Company will reimburse such employees up to a maximum of \$150.00 after his/her appointment as a full-time employee. The \$150 amount can be carried over for a two (2) year period. If the employee demonstrates a requirement due to wear and tear, subject to management discretion, the employee may be reimbursed \$150 for extra safety footwear. Part-time (and temporary) employees must provide at their own expense approved footwear prior to commencing work with the Company.

ARTICLE 14 – SICK PAY

- 14.01 The sick leave year shall be the calendar year. Sick leave credits will be granted in January of the year following that in which they were accrued. The sick leave credit of an employee who has not reached the end of their first calendar year and who has received sick leave credits shall be computed on the basis of a four (4) hours credited for each completed month of continuous employment up to a maximum of forty-eight (48) hours.
- 14.02 Full-time employees will be entitled to forty-eight (48) hours of absence due to a bona-fide illness per calendar year. Employees shall be paid their regular scheduled hours for sick leave up to the annual maximum. In the event that an employee commences work and becomes ill, the employee may choose to be paid for hours actually worked or a half-day (1/2) of sick leave plus hours worked.
- 14.03 No payment shall be made under this clause for any day of absence in respect of which the employee is eligible for full or partial payment under any other clause of this Agreement or from any plan or fund to which the Company contributes (e.g. the Group Insurance Plan, WCB, Employment Insurance, Government Pension Plan etc.).
- 14.04 Subject to management's discretion, sick leave days may be used for personal days providing an employee gives at least one (1) week notice of his/her request.
- 14.05 An employee who works the complete calendar year shall receive a payout of 100% of the balance of his/her accrued sick leave by March 1st of the following year, provided that employee has not received a written warning regarding his/her attendance in that calendar year.

- 14.06 An employee who achieves perfect attendance (i.e. takes no sick or personal leave days) by working the complete calendar year shall receive a payout of 125% of his/her accrued sick time. Such payment will also be made by March 1st. Perfect attendance excludes days lost due to Workers Compensation and any other approved leaves for bereavement, jury duty or other approved time off (e.g. vacation or statutory holiday pay).
- 14.07 An employee absent due to any combination of STD/LTD or workers compensation in excess of thirty (30) days shall have his sick leave pro-rated for the purposes of any payout.

ARTICLE 15 – HEALTH AND SAFETY

- 15.01 The Company will make all reasonable provisions for the health and safety of the employees during working hours and will furnish adequate facilities and equipment for that purpose. The Company and the Union mutually agree that employees should be encouraged to co-operate in the maintenance of healthy and safe working conditions, in the proper use of protective clothing and equipment, and in the observance of all safety rules.
- 15.02 To further the above-mentioned objectives, it is mutually agreed that a Joint Health and Safety Committee shall be maintained. The members of such Committee shall receive training appropriate for their responsibilities.

ARTICLE 16 – BENEFITS

- 16.01 Subject to eligibility requirements, employees in the bargaining unit are entitled to participate in the benefits plan(s) maintained by the Company for hourly employees at its Calgary operations. The terms and conditions of participation and benefits entitlements shall be governed by the official text of the plan(s) (as from time to time amended). For clarity, the Company's obligation in respect to such plans is limited to the payment of premiums only and the Company reserves its right to amend, modify or alter these plan(s) in the future at its discretion. The benefit plans are not incorporated into the collective agreement and will not be the subject matter of arbitration.

16.02 Bereavement Leave

In the event of the death of a member of a full-time employee's immediate family, the Company will grant a bereavement leave of three (3) days, with pay, if the employee is scheduled to work. Immediate family is defined as spouse, parents, child, brother, sister, grandparents, mother-in-law, or father-in-law of an employee. These provisions shall be interpreted to include common-law spouses. In the event of the death of an employee's brother-in-law, sister-in-law, daughter-in-law, or son-in-law, that employee will be allowed one (1) day off, with pay, to attend the funeral.

Subject to management's discretion, bereavement leave with pay may be increased by up to two (2) days' travel time, provided that one way travel exceeds 350 km and that approval is obtained in advance of departure. This is subject to proof of travel.

16.03 Jury Duty

An employee who is called for Jury Duty or who is subpoenaed to appear in Court as a witness will receive for each day of necessary absence the difference between his regular earnings for that day and the amount of

the fee received from the Court, provided that the employee furnishes the Company with a certificate of service and satisfactory evidence as to the amount of fee received.

ARTICLE 17 – PART-TIME EMPLOYEES

- 17.01 It is agreed that the Company may from time to time employ part-time employees as operational requirements necessitate.
- 17.02 Part-time employees will normally be scheduled. Part-time shall not be scheduled to the extent that their work results in the displacement of full-time employees or prevents the hiring or recall of full time employees.
- 17.03 Each part-time employee shall as a condition of employment apply for and maintain their membership in the Union and pay each month Union dues.
- 17.04 A part-time employee shall not be guaranteed a minimum or maximum number of hours of work per week regardless of whether he/she is backfilling, being used for peak or seasonal periods, or are only available for restricted hours.
- 17.05 When a part-time employee completes 1600 hours worked, and the Company declares a full-time vacancy pursuant to Article 9, for which the employee has the necessary skill, ability and qualifications, he/she will be moved into the full-time vacant position if the position is not filled by an existing full-time employee. In the event two or more such employees have 1600 hours worked, the employee with most hours will be granted the position.
- 17.06 The following articles do not apply to part-time or temporary employees: Articles 8, 14, 16, and 18.

ARTICLE 18 – SEVERANCE PAY

- 18.01 Any full time employee who is permanently laid off due a technological change, contracting out, department or plant closure in the Company's operation shall be entitled to severance pay and shall receive two (2) week's severance for each full year of service completed to a maximum of forty-eight (48) weeks.
- 18.02 Severance pay shall be inclusive of any notice or pay in lieu, which may be due to the employee under the Employment Standards Code of Alberta or any other applicable law.
- 18.03 An employee who is displaced from his job as a result of technological change, contracting out or department closure may exercise his right to severance in which event the employee will cease to be an employee and the employee's name shall be removed from the seniority list or will be permitted to exercise their seniority rights under the Collective Agreement to bump into another job provided they have the necessary skills, qualifications and abilities to perform the job. Employees electing to go onto the layoff list forfeit their entitlement to severance pay.

ARTICLE 19 – DURATION

- 19.01 This collective agreement will be effective as of ratification date. The agreement will expire on February 1, 2012.

19.02 Either party to the collective agreement may, not less than sixty (60) and not more than one hundred and twenty (120) days preceding expiry of the term of the collective agreement, by notice in writing require the other party to the collective agreement to commence collective bargaining.

	Part-Time	FullTime March 1, 2009	Part-Time	FullTime March 1, 2010	Part-Time	FullTime March 1, 2011
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1) Shipper Receiver	\$21.76	\$26.58	\$22.16	\$26.98	\$22.70	\$27.52
2) Warehouse Worker	\$20.81	\$25.63	\$21.19	\$26.01	\$21.71	\$26.53

1) Quality Assurance	\$21.76	\$26.58	\$22.16	\$26.98	\$22.70	\$27.52
2) Syrup Maker	\$21.76	\$26.58	\$22.16	\$26.98	\$22.70	\$27.52
3) Sanitizer	\$21.76	\$26.58	\$22.16	\$26.98	\$22.70	\$27.52

1) Journeyman Electrician/ Millright/Mechanic	\$32.33	\$32.33	\$32.81	\$32.81	\$33.47	\$33.47
2) Building Maintenance	\$32.33	\$32.33	\$32.81	\$32.81	\$33.47	\$33.47

1) Cooler Service Field Installer/Tech	\$23.64	\$28.46	\$24.07	\$28.89	\$24.65	\$29.47
2) Cooler Service Mover/Technician	\$19.66	\$24.48	\$20.03	\$24.85	\$20.53	\$25.35

1) Driver	\$24.98	\$27.23	\$25.39	\$27.64	\$25.94	\$28.19
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Both the bargaining committee for the Union and the Bargaining Committee for Management unanimously support the terms of this First Agreement.

FOR THE UNION



Brad Chermenko



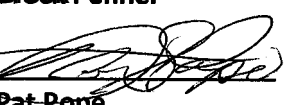
John DeJong



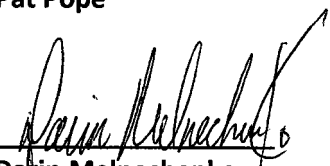
Bert Magnussen



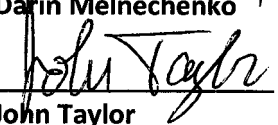
Brock Penner



Pat Pope



Darin Melnechenko



John Taylor


FOR MANAGEMENT



David Kavalench



Trevor Lamb



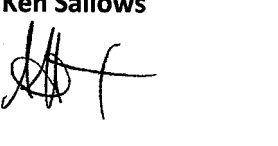
James McKernie



Dale MacAllister



Ken Sallows



Stephen Satchel